



**HOUSING AUTHORITY
of the County of Los Angeles**

Administrative Office

2 Coral Circle • Monterey Park, CA 91755

323.890.7001 • TTY: 323.838.7449 • www.lacdc.org



**Gloria Molina
Mark Ridley-Thomas
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich**
Commissioners

Sean Rogan
Executive Director

**AGENDA
FOR THE REGULAR MEETING OF THE
LOS ANGELES COUNTY HOUSING COMMISSION
WEDNESDAY, JULY 25, 2012
12:00 PM
HOUSING AUTHORITY
12131 TELEGRAPH RD.
SANTA FE SPRINGS, CA 90670
(562) 347-4663**

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1. Call to Order

2. Roll Call

**Henry Porter Jr., Chair
Val Lerch, Vice Chair
Hope Boonshaft
Alma Cibrian
Zella Knight**

3. Reading and Approval of the Minutes of the Previous Meeting

Regular Meeting of June 27, 2012

4. Report of the Executive Director

5. Public Comments

The public may speak on matters that are within the jurisdiction of the Housing Commission. Each person is limited to three minutes.



Regular Agenda

6. Concurrence to Approve Revised Seal for the Housing Authority of the County of Los Angeles (All Districts)

Recommend that the Board of Commissioners concur with the Board of Commissioners' approval and adoption of a revised seal for the Housing Authority. (CONCUR)

7. Approve the Master Services Agreement Between the County and the Housing Authority for Special Services (All Districts)

Recommend that the Board of Commissioners approve and instruct the Executive Director or his designee to execute the revised Master Services Agreement between the County and the Housing Authority: authorize the Executive Director or his designee to execute future amendments to the Master Services Agreement, upon agreement by both parties, approval as to form by County Counsel, and advance notification to the Board. (APPROVE)

8. Housing Commissioners may provide comments or suggestions for future Agenda items.

Copies of the preceding agenda items are on file and are available for public inspection between 8:00 a.m. and 5:00 p.m., Monday through Friday, at the Housing Authority's main office located at 2 Coral Circle in the City of Monterey Park. Access to the agenda and supporting documents is also available on the Housing Authority's website.

Agendas in Braille are available upon request. American Sign Language (ASL) interpreters, or reasonable modifications to Housing Commission meeting policies and/or procedures, to assist members of the disabled community who would like to request a disability-related accommodation in addressing the Commission, are available if requested at least three business days prior to the Board meeting. Later requests will be accommodated to the extent possible. Please contact the Executive Office of the Housing Authority by phone at (323) 890-7424, or by e-mail at donna.delvalle@lacdc.org, from 8:00 a.m. to 5:00 p.m., Monday through Friday.

THE HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES
MINUTES FOR THE REGULAR MEETING OF THE
LOS ANGELES COUNTY HOUSING COMMISSION

Wednesday, June 27, 2012

The meeting was convened at Francisquito Villas, 14622 Francisquito Avenue, La Puente, CA 91746.

Digest of the meeting. The Minutes are being reported seriatim. A taped record is on file at the main office of the Housing Authority.

The meeting was called to order by Chair Henry Porter at 12:03 p.m.

<u>ROLL CALL</u>	<u>Present</u>	<u>Absent</u>
Henry Porter, Chair	X	
Val Lerch, Vice Chair	X	
Zella Knight	X	
Hope Boonshaft		X
Alma Cibrian	X	

PARTIAL LIST OF STAFF PRESENT:

Sean Rogan, Executive Director
Emilio Salas, Deputy Executive Director
Maria Badrakhn, Director, Housing Management
Margarita Lares, Director, Assisted Housing

GUESTS PRESENT:

No guest present

Reading and Approval of the Minutes of the Previous Meeting

On Motion by Commissioner Knight, seconded by Commissioner Lerch, the Minutes of the Regular Meeting of May 23, 2012 were approved with the amendment made to include the resignation of Housing Commissioner Larry Levin.

Agenda Item No. 4 – Report of the Executive Director

Deputy Executive Director Emilio Salas reported the following:

Emilio Salas welcomed Commissioners and guests to Francisquito Villa in the city of La Puente. He also pointed out that there is current construction taking place at the site. The roofs have been replaced and they are in the process of replacing the HVAC (Heating Ventilation Air Conditioning) systems.

Emilio Salas introduced Arlene Black, Area Manager. Ms. Black welcomed all the guests to Francisquito Villa and stated that the site has 89 housing units for seniors and the disabled. Within the last year, state-of-the-art elevators have been installed. The following year improvements to the parking lots will take place as well as the replacement of the carports. Ms. Black introduced Jeanette Montano, Acting Property Manager, Keith Crossley, Maintenance Supervisor and Dolores Velasquez, Acting Resident Manager.

Emilio Salas updated the Commissioners on the move to Alhambra. The construction of the new building continues on schedule and with the move taking place, another item will be brought to the Housing Commission for approval. The move to Alhambra will bring about the need to change all letterhead, business cards and telephone numbers. It is the intent of the Housing Authority/Community Development to introduce new seals, which will coincide with the move. The change will provide a distinct difference between the Housing Authority/Community Development Commission and the County. With the construction rapidly taking place, the developer needs to have the approval on the new seal for the building signage prior to our next Housing Commission meeting. This item will be brought to the Housing Commissioners for concurrence at our next scheduled meeting.

Emilio Salas stated that we are currently at 99.9% occupancy in public housing in all of our owned units. As of Wednesday June 27th we only have 3 vacancies throughout our public housing developments. This is a great accomplishment from staff and a new record for our organization.

Emilio Salas stated that our Section 8 program is 100% leased on our vouchers. This is also the highest it has been in our agency. In reference to our special programs, VASH (Veterans Affairs Supportive Housing) program, each year since 2009 we have received an allocation of vouchers. As of today, the allocations for 2009, 2010 and 2011 are completely 100% leased. The only allocation that is available is the one that we recently received in April of this year. The population that is being served through the VASH program is homeless veterans. We are currently serving 23,843 families, which is the highest number in the history of the Assisted Housing Division.

Emilio Salas informed the Commission that in 2009 the Board of Supervisors passed a resolution for zero tolerance for drugs in our programs. However, in 2011 a PIH (Public and Indian Housing) notice was issued by HUD (Housing Urban Development) instructing all Housing Authority's that operated within states that have medical marijuana provisions that they had to come up with a separate and

distinct policy and protocol in regard to medical marijuana. The Housing Authority is going to amend our ACOP (Admissions and Continued Occupancy Policy) to clarify that our zero drug tolerance policy includes medical marijuana. This separate and distinct protocol is in place to make sure that residents are aware that federal law prevails not state law. Residents will be provided a 30 day notice of the clarification.

Emilio Salas provided an update on the applications for the vacant Tenant Commissioner positions. We have received many inquiries and applications have been sent out, but only a few have been returned. We will continue the outreach and arrange interviews when we have a sufficient amount of qualified applicants.

Emilio Salas informed the Housing Commissioners that our budget was passed on June 6th.

Emilio Salas provided an update on the activities in the Antelope Valley. Copies of articles have been provided in regard to the NAACP (National Association for the Advancement of Colored People) dropping their complaint to HUD FHEO (Housing Urban Development) (Fair Housing and Equal Opportunity). As a result of the complaint being dropped, HUD FHEO has withdrawn their investigation of the City of Lancaster which included a review of our Housing Authority and Fraud Investigations. There is still pending litigation with the NAACP and a pending investigation from the DOJ (Department of Justice) for the City of Lancaster.

Agenda Item No. 5 - Public Comments

Dorothy Smith, Francisquito Villa resident asked if the parking lots at Francisquito Villa are included with the parking lot modernization.

Geoffrey Siebens, Manager responded that the Francisquito Villa parking lots are scheduled for modernization next fiscal year.

Regular Agenda

On Motion by Commissioner Knight seconded by Commissioner Lerch and unanimously carried, the following was approved by the Housing Commission:

**AWARD CONSTRUCTION CONTRACT TO TORRES CONSTRUCTION CORP.
FOR PARKING LOT AND ADJACENT SIDEWALKS MODERNIZATION AT THE
CARMELITOS PUBLIC HOUSING DEVELOPMENT IN THE CITY OF LONG
BEACH (FOURTH DISTRICT)**

1. Recommend that the Board of Commissioners award and authorize the Executive Director or his designee to execute or amend a Contract and all related documents with Torres Construction Corp., the lowest bidder qualified as a Section 3 Business Concern, in the

amount of \$1,440,790, to complete the modernization of thirteen parking lots and adjacent sidewalks at the Carmelitos Public Housing Development, using Capital Fund Program (CFP) funds included in the Housing Authority's approved Fiscal Year 2012-2013 budget.

2. Recommend that the Board of Commissioners authorize the Executive Director or his designee, if necessary, to terminate the contractor's right to proceed or to terminate the Contract.
3. Recommend that the Board of Commissioners authorize the Executive Director or his designee to approve Contract change orders not to exceed \$288,158 for unforeseen project costs, using the same source of funds and following approval as to form by County Counsel.
4. Recommend that the Board of Commissioners find that the project is exempt from the provisions of the California Environmental Quality Act (CEQA) for the reasons stated in this letter and the record of the project.

Agenda Item No. 8 – Housing Commissioner Comments and Recommendations for Future Agenda Items

Commissioner Cibrian thanked staff for their work and appreciates the legislative updates.

Commissioner Lerch had no comments.

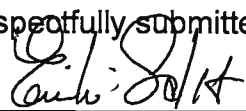
Commissioner Knight commended staff for their hard work and commitment to their duties. Commissioner Knight asked if a presentation could be provided on how the survey process for the resident services are conducted.

Commissioner Porter asked if the asphalt parking lots were kept on a maintenance schedule to prevent early deterioration.

Geoffrey Siebens, Manager, responded that Construction Management will work with Housing Management staff to establish a maintenance plan for the parking lots.

On Motion by Commissioner Porter the Regular Meeting of June 27, 2012, was adjourned at 12:47 pm.

Respectfully submitted,


SEAN ROGAN
Executive Director
Secretary –Treasurer

Housing Authority - County of Los Angeles

July 25, 2012

FOR YOUR INFORMATION ONLY

TO: Housing Commissioners
FROM: Margarita Lares, Director, Assisted Housing Division
RE: **FSS PROGRAM UPDATE - JUNE 2012**

The Family Self-Sufficiency (FSS) Program is a HUD initiative intended to assist Public Housing residents and Housing Choice Voucher Program participants achieve economic independence and self-sufficiency.

ACTIVITIES

RECRUITMENT	19	Applications Received
	11	Applications Sent
ENROLLMENTS	44	New FSS Participant
TERMINATIONS	5	FSS terminations
MEETINGS & SPECIAL PROJECT	1	Members of the HACOLA FSS staff attended the bi-monthly Hub-Cities Partnership meeting
	1	Members of the HACOLA FSS staff attended the FSS Public Housing Participant meeting at Carmelitos
WORKSHOPS: Program Presentations	1	Program Presentation at Hub-Cities
Money Smart Workshop	9	Disseminated Credit Repair/Budget Informational Packets
REFERRALS	65	Participants received job referrals from the employment network job board
	1	WorkSource Center employment workshops and job fairs
	19	DPSS for Utilities payment/rental assistance
	1	The Info-line for assistance in locating social service
	4	Home Ownership Program & Home Ownership Seminars
	70	(HOP program & Palmdale HOP)
	118	Credit Workshops (Clear Point & others)
	40	Credit Workshops (Clear Point & others)
GRADUATIONS	10	Individual Deposit Accounts (Citibank)
	3	Pending requests for graduation

If you have any questions, please feel free to contact me at (562) 347-4837.

ML:AS:CLF:dt

FAMILY SELF-SUFFICIENCY (FSS) REPORT SUPPLEMENT

Listed below are descriptions of frequently used language in the monthly FSS Report.

1. **SASSFA**-Acronym for Southeast Area Social Services Funding Authority. They oversee all the funding for Worksource Centers, who provide job training, job placement, and skill assessment. We have a partnership with them, which in turn benefits our clients by providing services that we would not be able to provide on our own. There are about 75 Worksource Centers located in Southern California.
2. **The Employment Network Job Board** is located in the Family Self-Sufficiency department of the Assisted Housing Division located at 12131 Telegraph Road, Santa Fe Springs, CA and is a compilation of job leads, job requests and training information supplied by our various partnered agencies and is updated on a bi-weekly basis. The network board may also include referrals to other types of services, such as job fairs, resume preparation or social services. All these resources are shared with FSS participants.
3. **Emergency Transportation Assistance** refers to bus tokens issued by FSS staff to FSS participants who are having short term transportation problems. This would include those who have started a new job and need transportation assistance until they receive a pay check; those who need assistance in order to get to a job interview; those who are starting school and may not have been able to make arrangements to carpool prior to enrollment; those who have had a temporary transportation emergency, such as a automobile accident or auto break down. Part of this assistance may also include referrals to other agencies which may have bus tokens or passes available.

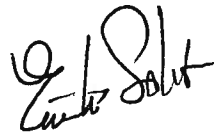
Housing Authority - County of Los Angeles

FOR YOUR INFORMATION ONLY

July 25, 2012

TO: Housing Commissioners

FROM: Emilio Salas, Deputy Executive Director



SUBJECT: STATUS OF THE COMMUNITY DEVELOPMENT BLOCK GRANT-RECOVERY (CDBG-R) PROGRAM, FUNDED BY THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA)

The Community Development Block Grant (CDBG) Division is closely monitoring CDBG-R subrecipients to ensure that they spend all of their allocated funds by June 30, 2012.

We are currently pacing at an appropriate level: as of July 10, 2012, \$7,692,434.66 (95.2%) of the total \$8,078,996.14 under contract has been expended. To ensure that subrecipients meet all of the aforementioned grant requirements, we continue to closely monitor their performance. Following are major actions taken since the last report:

- To date, 53 (82%) of the 65 projects are completed. Some of these were completed below budget, and the excess undisbursed funds were recaptured and reallocated to other existing well-performing CDBG-R activities.
- In order to fully expend the grant funds, as projects are completed and closed out, we will continue to reallocate remaining undisbursed funds to other ongoing CDBG or CDBG-R projects that can use the additional funding, and that are in full compliance with the grant requirements.
- CDBG staff is closely monitoring the remaining active projects to ensure the administering agencies submit timely funding requests to claim undisbursed funds and adhere to all grant closeout requirements.

TG:AC:ec

H://TG/ARRA/ARRA Status Report For CDBG-R (As of July 2012)

Housing Authority - County of Los Angeles

FOR YOUR INFORMATION ONLY

July 25, 2012

TO: Housing Commissioners

FROM: Emilio Salas, Deputy Executive Director



SUBJECT: STATUS OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA) HOMELESSNESS PREVENTION AND RAPID RE-HOUSING PROGRAM (HPRP)

The Homelessness Prevention and Rapid Re-Housing Program (HPRP) is a collaborative effort among the Community Development Commission-Community Development Block Grant Division (CDC-CDBG), the County's Chief Executive Office, implementing County Departments, local Non-Profit Organizations, and the Los Angeles Homeless Services Authority (LAHSA).

Actions since the last report include the following:

- As of July 10, 2012, \$12,163,573.05 (99.73%) of the \$12,197,108.00 budget has been expended.
- The last monthly partner meeting was held on July 11, 2012.
- CDC-CDBG Division submitted the HPRP for the County's Quality and Productivity Award consideration.
- As of May 31, 2012, 1,875 households have been served.
- Recovered uncommitted funds totaling \$40,915, which were reallocated to other HPRP projects administered by the Department of Consumer Affairs, LAHSA, and CDC-Economic and Housing Development Division (CDC-EHD).
- CDC-CDBG division staff is coordinating with HPRP Partner Agencies and CDC-EHD division staff to compile photos and highlights of Program accomplishments to develop an executive summary report for placement on the Los Angeles Housing Resource Center website.

TG:AC:ec

H:\TG\ARRA\ARRA Status Report For HPRP (As of July 2012)

FOR YOUR INFORMATION ONLY

Below please find an update on State and Federal legislative activity of interest to the CDC.

State Budget

Governor Brown signed a \$92 billion budget for California on June 27. The budget relies heavily on voters approving his proposed tax hikes in November. Brown delayed taking action on the main budget bill that lawmakers sent him on June 15, waiting until the 12-day deadline to sign or veto the bill. Democrats passed 21 budget implementing bills on majority votes intended to satisfy the governor's demand for deeper cuts to close a \$15.7 billion deficit, and Brown signed the main bill just before the midnight deadline.

One of the budget trailer bills, AB 1484, related to cleaning up the **redevelopment** agency dissolution process. The full Senate approved the bill 21-18. The Assembly later approved the bill on a party-line vote. Among many other provisions, the bill:

- Allows the state to withhold sales and property tax revenue, the source of money for most local services, if officials determine that an agency has failed to make good on its redevelopment obligations.
- Allows the state seek \$10,000 a day in civil penalties from cities and counties that fail to file required reports.

AB 1484 was signed by the Governor on June 28, and imposes a very quick deadline for the following actions:

- July 1, 2012 - Effective date
- July 9, 2012 - County auditors must tell redevelopment successor agencies how much money they need to transfer
- July 12, 2012 - Agencies must make the payment for outstanding balances
- July 18, 2012 - The state could move to take the money that successor agencies failed to satisfy their obligations

The 2012-13 Budget banks on more than \$3 billion that would have gone to redevelopment. About \$1.7 billion of that is what the state saves by redirecting former redevelopment money to cover funding obligations to local entities, mainly schools. Another \$1.4 billion comes from collecting the cash assets of the former agencies.

Federal Budget

H.R. 5972, the FFY 2013 THUD Appropriations bill, passed the House on Friday on a 261-163 vote after two days of floor debate. Overall, the bill would provide \$51.6 billion in discretionary spending (\$3.9 billion less than in FFY 2012 and \$1.9 billion less than the Administration's request). S. 2322, a FY 2013 spending bill backed by Senate appropriators, would provide \$53.4 billion in discretionary funds.

Several amendments were introduced during the floor debate which would have negatively impacted our programs, but fortunately, all of them were defeated. Amendments ranged from cutting the CDBG program by \$396 million to eliminating it altogether, and cutting \$200 million from HOME formula funding. IGR made phone calls last week to our Los Angeles County elected officials, stating our opposition to cuts or elimination of these much needed programs.

This bill remains fundamentally unchanged from the version that passed the House Appropriations Committee on June 19th and as reported in the previous legislative update.

We'll keep monitoring and report on these and other legislative matters of impact to the CDC.



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Commissioners

Sean Rogan
Executive Director

July 25, 2012

Honorable Housing Commissioners
Housing Authority of the
County of Los Angeles
2 S Coral Circle
Monterey Park, California 91755

Dear Commissioners:

**CONCURRENCE TO APPROVE REVISED SEAL FOR THE
HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES
(ALL DISTRICTS)**

SUBJECT

This letter recommends approval of a revised seal for the Housing Authority of the County of Los Angeles (Housing Authority). The new seal incorporates the Commission's mission statement, "We Build Better Lives and Better Neighborhoods," as well as imagery that reflects this mission.

IT IS RECOMMENDED THAT YOUR COMMISSION:

Concur with the Board of Commissioners' approval and adoption of a revised seal for the Housing Authority.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Housing Authority's current seal uses the same imagery as the County's seal. A new seal will reinforce the Housing Authority's distinct identity and mission by incorporating our mission statement and imagery that reflects this mission. The Community Development Commission's seal is also being revised for the same reason. Having three distinct seals for the County, the Commission, and the Housing Authority will help reduce any confusion about the Commission and Housing Authority's status as separate and distinct legal entities within the County family.



Honorable Housing Commissioners
July 25, 2012
Page 2

FISCAL IMPACT/FINANCING

There is no impact on the County general fund. The new seal will be used for the Housing Authority website, letterhead, business cards, and all other Housing Authority-branded materials. However, these materials already require updating with the Housing Authority's new address as we move to our new headquarters in Alhambra in October 2012. Rebranding with the new seal will coincide with the move so as not to incur any additional costs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS


The revised seal is attached to this letter. Upon approval by your Commission, the Housing Authority will begin transitioning to the new seal in all Housing Authority-branded materials, with full implementation complete in time for the move to our new headquarters in Alhambra in October 2012.

IMPACT ON CURRENT PROGRAM

The new seal will more accurately reflect the identity and mission of the Housing Authority.

Respectfully submitted,



 SEAN ROGAN
Executive Director

Enclosures





**HOUSING AUTHORITY
of the County of Los Angeles**

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Commissioners

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Executive Director

July 25, 2012

Honorable Housing Commissioners
Housing Authority of the
County of Los Angeles
2 S Coral Circle
Monterey Park, California 91755

Dear Commissioners:

**APPROVE THE MASTER SERVICES AGREEMENT BETWEEN THE COUNTY AND
THE HOUSING AUTHORITY FOR SPECIAL SERVICES
(ALL DISTRICTS)**

SUBJECT

This letter recommends approval of a revised Master Services Agreement (Agreement) between the County of Los Angeles (County) and the Housing Authority of the County of Los Angeles (Housing Authority), which will permit the reciprocal provision of services between the two entities. The Agreement will be effective on the date of Board approval, and will automatically renew each year.

IT IS RECOMMENDED THAT YOUR COMMISSION:

1. Recommend that the Board of Commissioners approve and instruct the Executive Director or his designee to execute the revised Master Services Agreement between the County and the Housing Authority.
2. Recommend that the Board of Commissioners authorize the Executive Director or his designee to execute future amendments to the Master Services Agreement, upon agreement by both parties, approval as to form by County Counsel, and advance notification to the Board.



PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In 1994, the Board of Supervisors and the Board of Commissioners of the Housing Authority approved a Masters Services Agreement which provided for the reciprocal provision of services between the County and the Housing Authority.

The Housing Authority's Master Services Agreement was last revised in 2010. A minor revision is now required to clarify that the Housing Authority may use procurements conducted by the County, as described in further detail below.

FISCAL IMPACT/FINANCING

There is no impact on the County general fund.

Rates for services will be negotiated between the Executive Director of the Housing Authority and the County Department providing or receiving said services.

Any funds used by the Housing Authority to provide services to the County must be appropriated by the Board for such purposes. Funds received from the County will be incorporated in the Housing Authority's budget for the fiscal year corresponding to the time during which the work will be provided.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The revised Agreement allows the County and the Housing Authority to make use of contractors and/or consultants, as well as officers and employees, in the reciprocal provision of services between the two entities. The revised Agreement does not set a limit on the duration of services. The Agreement also allows the Housing Authority to use a procurement conducted by the County in order to enter into its own contract with a vendor currently under contract with the County, provided that the procurement conducted by the County is in compliance with U.S. Department of Housing and Urban Development's procurement requirements as described under 24 Code of Federal Regulations (CFR) 85.36, known as the "Common Rule."

The County and the Housing Authority agree to indemnify, defend and hold harmless each other against any and all liability, expense and claims arising from their respective acts or omissions.

The revised Agreement is attached in substantially final form. It has been reviewed and approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

These activities are exempt from the provisions of the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34 (a)(3),

Honorable Housing Commissioners
July 25, 2012
Page 3

because they involve administrative activities that will not have a physical impact on or result in any physical changes to the environment. The activities are also not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378, because they are not defined as a project under CEQA and do not have the potential for causing a significant effect on the environment.

IMPACT ON CURRENT PROGRAMS

The revised Agreement will permit the Housing Authority to continue to receive, as well as to provide, special services to the County.

Respectfully submitted,



 SEAN ROGAN
Executive Director

Enclosures

MASTER SERVICES AGREEMENT

THIS AGREEMENT is entered into on this ____ day of ____, 2012, by and between the COUNTY OF LOS ANGELES, a body corporate and politic hereinafter referred to as "County", and the HOUSING AUTHORITY of the COUNTY OF LOS ANGELES, a public agency activated pursuant to Part 2 of Division 24 of the California Health and Safety Code Sections 34200 et seq., hereinafter referred to as "Housing Authority".

RECITALS

- (a) Housing Authority is desirous of contracting with County for the performance of services to the Housing Authority by County's appropriate officers, employees, consultants and/or contractors.
- (b) County is agreeable to performing or contracting for the performance of, such services to Housing Authority on the terms and conditions hereinafter set forth.
- (c) Such contracts for performance of services to the Housing Authority are authorized and provided for by the provision of Section 56-¾ of the Charter of the County of Los Angeles.
- (d) County is desirous of contracting with Housing Authority for the performance of services to the County by Housing Authority's appropriate officers, employees, consultants and/or contractors.
- (e) Housing Authority is agreeable to performing or contracting for the performance of, such services to the County on the terms and conditions hereinafter set forth.
- (f) This Agreement is authorized by the provisions of the County Charter Sections 56 ¼ and 56 ¾ and 34311 of the California Health and Safety Code.

THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

General Services to Housing Authority

1. County agrees, through its departments, commissions, bodies, officers, employees, consultants and/or contractors to perform needed services to the Housing Authority.
2. Housing Authority shall pay for such services as are provided for under this Agreement at rates to be negotiated and agreed upon between the Executive Director of the Housing Authority (hereinafter referred to as the "Executive Director") and the County department(s) providing said services.
3. Notwithstanding these provisions, the Housing Authority may obtain services from the County for one year or less, on a multi-year basis, or for one year with an automatic annual renewal provision, unless sooner terminated by either party.
4. The Executive Director of the Housing Authority may use funds included in its annual budget(s) approved by the Board of Commissioners (hereinafter referred to as "BOC") for the fiscal year(s) within which services shall be provided hereunder without the need to return to the Board for additional authority to spend the funds. The Housing Authority may also use any available funds received through federal, state, or local grants or other sources provided that the BOC has previously authorized the Executive Director to receive said funds and incorporate them into the Housing Authority's budget for the provision of needed services hereunder (or for purposes not inconsistent with the provision of needed services hereunder).

5. Each such service or function shall be performed at the times under circumstances which do not interfere with the performance of regular County operations.
6. Whenever County and Housing Authority mutually agree as to the necessity for any such County officer, employee, consultant and/or contractor to maintain administrative quarters in the facilities of the Housing Authority, the Housing Authority shall furnish at its own cost and expense all necessary office space, furniture, and furnishings, office supplies, janitorial service, telephone, light, water, and other utilities. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the Housing Authority, the same shall be supplied by the Housing Authority at its expense. Such quarters may be used by the County, officer, employee, consultant and/or contractor in connection with the performance of its duties for County and other agencies, provided, however, that the performance of such other duties shall not be at any additional cost to the Housing Authority.
7. All persons employed in the performance of such services and functions for the Housing Authority shall be County officers, employees, consultants and/or contractors, and no such person shall be concurrently employed by the Housing Authority, nor shall he or she have any Housing Authority pension, employment claim or other status or right. Subject to the limitations set forth in this Agreement, and only for the purpose of performing such services and functions and giving official status to the performance hereof, every County officer, employee, consultant and/or contractor engaged in performing such service or

function shall be deemed to be an officer, employee, consultant and/or contractor of said Housing Authority while performing service for the Housing Authority within the scope of this Agreement. The Housing Authority shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the Housing Authority, or any liability other than that provided for in this Agreement.

8. Except as herein otherwise specified, the Housing Authority shall not be liable for compensation or indemnity to any County officer, employee, consultant and/or contractor for injury or sickness arising out of this employment.
9. Each County officer, employee, consultant, contractor, or department performing any service for the Housing Authority provided for herein shall keep reasonably itemized and detailed work or job records covering the cost of all services performed and all additional items and expenses incidental to the performance of such function or service.
10. After the billing rates are established, the County department rendering services to the Housing Authority shall submit an itemized invoice which covers all services performed during the preceding thirty (30) days, and the Housing Authority shall pay the County within thirty (30) days after receipt of said invoice.

Housing Authority Services to the County (General)

11. The Housing Authority agrees, through its officers, employees, consultants and/or contractors to perform those special housing related functions which may from time to time be requested by County from the Housing Authority as hereinafter provided.

12. The County shall pay for such services as are provided under this Agreement at rates to be mutually agreed upon at the time services are requested by the County.
13. No Housing Authority officer, employee, consultant and/or contractor shall perform for the County any function not coming within the scope of said duties of such officer, employee, consultant and/or contractor performing services for the Housing Authority.
14. No function or service shall be performed hereunder by any Housing Authority officer, employee, consultant and/or contractor unless such function or service shall have been requested in writing by the Board of Supervisors or a department head of the County, and each such service or function shall be performed at the times and under the terms and conditions mutually agreeable to the Housing Authority and the department requesting the services.
15. Whenever the County and Housing Authority mutually agree as to the necessity for any such Housing Authority officer, employee, consultant and/or contractor to maintain administrative quarters in the facilities of the County, the County shall furnish at its own cost and expense all necessary office space, furniture, furnishings, office supplies, janitorial service, telephone, light, water and other utilities. In all instances where special supplies, stationery, notes, forms and the like must be issued in the name of the Housing Authority, the same shall be supplied by the County at its expense. Such quarters may be used by the Housing Authority's officer, employee, consultant and/or contractor in connection with the performance of its duties for the Housing Authority and other agencies,

provided, however, that the performance of such other duties shall not be at any additional cost to the County.

16. Subject to the limitations of this Agreement, all persons employed in the performance of such services and functions for the County shall be Housing Authority officers, employees, consultants and/or contractors and no such person shall be concurrently employed by the County, nor shall he or she have any County pension, employment claim or any other status or right. For the purpose of performing such services and functions and for the purpose of giving official status to the performance hereof, every Housing Authority officer, employee, consultant and/or contractor engaged in performing any such service or function shall be deemed to be an officer, employee, consultant and/or contractor of said County while performing service for the County within the scope of this Agreement. The County shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any Housing Authority personnel performing services hereunder for the County or any liability other than that provided for in this Agreement.
17. Except as here otherwise specified, the County shall not be liable for compensation or indemnity to any Housing Authority officer, employee, consultant and/or contractor for injury or sickness arising out of his employment.
18. Each Housing Authority officer, employee, consultant and/or contractor performing any service for the County provided for herein shall keep reasonably itemized and detailed work or job records covering the cost of all services

performed and all additional items and expense incidental to performance of such function or service.

19. After the billing rates are established, the Housing Authority shall submit an itemized invoice which covers all services performed during the preceding thirty (30) days, and the County department receiving services shall pay the Housing Authority within thirty (30) days after receipt of said invoice.

Housing Authority Use of County Procurements

20. The Housing Authority may use direct services provided by the County Internal Services Department (ISD) or services subcontracted to private vendors by ISD. In either case, the Housing Authority will make direct payments to ISD for services rendered.
21. The Housing Authority may use a procurement conducted by the County in order to enter into a separate contract for specified goods or services of a routine nature with any vendor currently under contract with the County, provided that the procurement conducted by the County is in compliance with U. S. Department of Housing and Urban Development's procurement requirements as described under 24 Code of Federal Regulations (CFR) 85.36, known as the "Common Rule". The County will incur no responsibility, financial or otherwise, for Housing Authority contracts entered into using procurement conducted by the County.

General Provisions

22. In contemplation of the provisions of California Government Code Section 895.2 imposing certain tort liability jointly upon public entities solely by reason of such

entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in section 895.4 and 895.6 of said Code, will each assume the full liability would be imposed upon it, or any of its officers, agents or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party for any loss, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The Housing Authority and County agree to indemnify, defend and hold harmless each other against any and all liability, expense and claims arising from their respective acts or omissions. The provisions of Section 2778 of the California Civil Code are made hereof as if fully set forth as if fully set forth.

23. This Agreement shall become effective on the date of approval by the governing bodies of both entities and shall automatically renew annually unless sooner terminated by either party.
24. This Agreement shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and Housing Authority, except as expressly set forth in this contract.
25. The Housing Authority agrees that it shall not make any discrimination, distinction, or restriction on account of color race, religion, ancestry, sex marital status, or national origin contrary to the provisions of Section 51, et seq. of the

California Civil Code which is incorporated herein by reference as if set forth herein full. Upon a final determination by a court of competent jurisdiction the Housing Authority has violated such section, this Agreement shall be deemed void and of no force and effect, and the Housing Authority shall be liable for any damages for violation of said sections.

26. Notices desired or required to be given hereunder or under any law now or hereafter in effect may at the option of the party giving the same, be given by enclosing same in a sealed envelope, addressed to the party for whom intended, and by depositing such envelope with postage prepaid, in the United States Post Office, or any substation thereof, or any public letterbox, and any such notice in the envelope containing the same shall be addressed as follows:

All notices shall be served in writing, the notices to the Housing Authority shall be sent to the following:

**Executive Director of the Housing Authority
of the County of Los Angeles
2 Coral Circle
Monterey Park, California 91755**

Notices, reports and statements to the County shall be delivered to or sent to the County at the following address:

**Executive Officer-Clerk of the Board, Board of Supervisors
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012**

27. This Agreement contains all the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose,

no provision of this Agreement may be amended or added except by an amendment in writing signed by the parties hereto. This Agreement shall not be effective or binding on any party until fully executed by all parties hereto and shall continue until terminated by one of the parties upon delivery of written notice to the other as specified in this Agreement.

[END OF TERMS AND CONDITIONS]

IN WITNESS WHEREOF, County has, by order of its Board of Supervisors, caused these presents to be subscribed thereto and attested by the Executive Officer-Clerk of said Board and Housing Authority has caused these presents to be subscribed by its Executive Director and the seal of the Housing Authority affixed thereto on the day and year first above written.

COUNTY OF LOS ANGELES

Chairman, Board of Supervisors

HOUSING AUTHORITY OF THE
COUNTY OF LOS ANGELES

Executive Director

ATTEST:

Executive Officer – Clerk of the
Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI
Acting County Counsel

By _____
Deputy